

**VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY**

INITIATED: Information Services **DATE:** July 6, 2004
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SBC GLOBAL SERVICES, INC. FOR EXCHANGE DEDICATED COMMUNICATION SERVICES", as presented.

EJG

SUMMARY OF ITEM:

Adoption of this resolution will authorize an Agreement between the Village of Downers Grove and SBC Global Services, Inc. for dedicated communication services.

RECORD OF ACTION TAKEN:

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND SBC GLOBAL SERVICES, INC.
FOR EXCHANGE DEDICATED COMMUNICATION SERVICES**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Customer") and SBC Global Services, Inc. ("SBC"), for exchange dedicated communication services, as set forth in the form of the agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



**Confirmation of Service Order
Exchange Dedicated Communication Services --
Base Rate, Fractional DS1, DS1 and DS3 Services**

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 24-month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates¹ unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: During the term plan, the customer may move one Local Distribution Channel of a circuit to another location in the same LATA and keep the term plan in effect. Certain NRCs will apply for circuit redesign, central office testing, and customer connection. New mileage charges will be applied if the new location is served out of a different central office. If the customer moves both ends of the service concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the lesser of (1) the total monthly payments remaining under the Term Payment Plan or (2) the amount of savings Customer received while the Service was installed. The charge for the Customer savings received will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed² and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent³ of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of SBC, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of SBC shall be void.

Liability: The liability of SBC, its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

Jurisdiction: Based on FCC Rules and Regulations, the attached pricing is offered via the respective Ameritech state tariff and is based on customer acknowledgement and certification to the company that total interstate traffic on the circuit(s) constitutes 10% or less of the total traffic on the service.

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Service Type: <input checked="" type="checkbox"/> Base Rate Point-To-Point		<input type="checkbox"/> Fractional DS1-128	<input type="checkbox"/> DS1
<input type="checkbox"/> Base Rate Multi-Point		<input type="checkbox"/> Fractional DS1-256	<input type="checkbox"/> DS3
		<input type="checkbox"/> Fractional DS1-384	
Order Type: <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal Conversion		<input type="checkbox"/> Upgrade (Faster speed; ex: DS0 to DS1))	<input type="checkbox"/> Upgrade (Same Service/Longer Term; ex, 3yr to 5yr)
		<input type="checkbox"/> Winback	
Existing Contract #:		Existing Circuit ID: HWDC.634257	
Term Plan (months): <input type="checkbox"/> 12 <input type="checkbox"/> 24 (DS1 & DS3 Only)		<input checked="" type="checkbox"/> 36	<input type="checkbox"/> 60
		Requested Installation Date: N/A	
Monthly Charges: \$141.10		Non-Recurring Charges: N/A	
Circuit Quantity: 1		# Multipoint Locations:	
Service Location #1: 825 Burlington Av, Downrs Gr		Service Location #2: 5420 Main, Downrs Gr	

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order

CUSTOMER	SBC
Authorized Customer Signature	Authorized SBC Signature
Print Name and Title	Print Name and Title
Date	Date
Village of Downers Grove	SBC CONTACT INFORMATION
Company Name	Laura Kelly L720002
801 Burlington Avenue	SBC Sales Representative Name Sales Code
Billing Address	SBC Company
Downers Grove, Illinois 60515	2000 W. SBC Center Drive
City, State and Zip Code	Street Address
Customer Contact	Hoffman Estates, Illinois 60196
Customer Contact Phone Number	City, State and Zip Code
630-434-5500	630-545-2162
Existing Billing Account Number (if applicable)	Phone Number
	Fax Number



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